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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Casa Na. 12 71070

Name of Debtor(s):	George David Farmer	Case No: 12-71078
This plan, dated June	4, 2012 , is:	
	ne <i>first</i> Chapter 13 plan filed in this case. modified Plan, which replaces the confirmed or unconfirmed Plan dated.	
D	Pate and Time of Modified Plan Confirming Hearing:	
P	lace of Modified Plan Confirmation Hearing:	
The Pla	n provisions modified by this filing are:	
Creditor	rs affected by this modification are:	

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$13,195.00

Total Non-Priority Unsecured Debt: \$21,339.01

Total Priority Debt: \$6,976.62 Total Secured Debt: \$7,030.00

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- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$720.00 monthly for 60 months via wage deduction with the first weekly payment of \$166.15 due 7/4/12. Other payments to the Trustee are as follows: NONE .

 The total amount to be paid into the plan is \$ 43,200.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$\(\frac{2,200.00}{2,200.00} \) balance due of the total fee of \$\(\frac{3,100.00}{2,100.00} \) concurrently with or prior to the payments to remaining creditors. Includes filing fees, credit reports and credit counseling/debtor education and the costs of mailing and copying through confirmation. Per the fee agreement, is for representation to confirmation. Per fee agreement, counsel charges \$50 per creditor amendment to be paid directly by debtors if such amendment necessary.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor IRS	Type of Priority Taxes and certain other debts	Estimated Claim 5,976.62	Payment and Term Prorata
IRS	Taxes and certain other debts	1,000.00	14 months Prorata 14 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u>

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor Collateral Description Adeq. Protection Monthly Payment To Be Paid By

Frdmroad Fin 2005 Harley Davidson FXD with 26,000 miles in excellent condition Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Creditor	<u>Collateral</u>	Approx. Bal. of Debt or "Crammed Down" Value	Interest Rate	Monthly Paymt & Est. Term**
Frdmroad Fin	2005 Harley Davidson FXD with	7,105.69	6%	137.37
	26,000 miles in excellent	Paying remaining		60 months
	condition.	balance in full		

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately __100
 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately __0__%.

The above number is an estimate based on the amount the debtor has committed to the unsecured creditors at this time. However, due to claims coming in higher than expected, changes in the Chapter 13 trustee commission, or other factors, the actual percentage may vary. ABSENT WRITTEN OBJECTION FILED PRIOR TO THE CONFIRMATION HEARING, this case will be confirmed even if the estimated percentage of payout drops by no more than a 5% variance. This means creditors could receive as little as 95% without the change being noticed. Any creditor who objects to this potential change should take proper action to protect its interests at this point in time.

Furthermore, creditors are advised that this case could potentially pay out 100% to unsecured filed claims if few claims are filed. An estimated change in distribution higher than the 95% estimated above WILL NOT be noticed. All creditors are again advised that it is their obligation to timely file a proof of claim and failure to do so will bar them from participating in the distribution.

^{*}Notice re distribution to unsecured creditors:

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B. Separately classified unsecured	d claims.
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<u>Creditor</u> <u>Basis for Classification</u> <u>Treatment</u>

- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
Creditor	<u>Collateral</u>	Payment	Arrearage	Rate	Cure Period	Payment
-NONE-						

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

Creditor -NONE-	<u>Collateral</u>	Contract <u>Payment</u>	Arrearage Rate	Arrearage	Arrearage Payment
		Regular	Estimated Interest	Term for	Monthly

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

Datiment of

		merest	Estimated	
Creditor	<u>Collateral</u>	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

 Creditor
 Type of Contract

 Aaron's Rental
 Bedroom Suit - REJECT

 Jeff & Patricia Dunn
 House Rental - REJECT

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly	
			Payment	Estimated
Creditor	Type of Contract	Arrearage	for Arrears	Cure Period
-NONF-				

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- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

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11. Other provisions of this plan:

A. ATTORNEYS FEES

Attorneys Fees noted in Paragraph 2A shall be approved on the confirmation date unless previously objected to. Said allowed fees shall be paid by the trustee prior to the commencement of payments required to be made by the Trustee under Paragraphs 3 and shall be paid contemporaneous with adequate protection payments after confirmation of the case. A flat fee of \$50 is charged for creditor amendments to cover filing fee, mailing and cost of preparation and shall be paid directly to counsel.

B. AUTO DRAFT OF ANY DIRECT PAYMENTS BY DEBTOR AND POST-PETITION STATEMENTS

Any bank or financial institution or lender to which the debtor has previously consented to auto draft payments from his or her bank account, is expressly authorized to keep such auto-draft in place and to deduct post-petition payments from the debtor's bank account. Such a deduction will not be viewed as a violation of the automatic stay.

The automatic stay is modified to permit the noteholder or servicing agent on any secured debts being paid by the debtors to send the debtor payment coupons, payment statements or invoices, notices of late payment, notices of payment changes, notices of servicing transfers, or any other notice, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business.

Signatures:	
Dated: June 4, 2012	
/s/ George David Farmer	/s/ Malissa Giles; Tracy Giles; Kimberly Bandy
George David Farmer	Malissa Giles; Tracy Giles; Kimberly Bandy
Debtor	Debtor's Attorney
Exhibits: Copy of Debtor(s)' Budg Matrix of Parties Served	
	Certificate of Service
I certify that on June 11, 2012 attached Service List.	, I mailed a copy of the foregoing to the creditors and parties in interest on the
	/s/ Malissa Giles; Tracy Giles; Kimberly Bandy
	Malissa Giles; Tracy Giles; Kimberly Bandy
	Signature
	129 E. Campbell Ave., Suite 300 PO Box 2780 Roanoke, VA 24001
	Address
	540-981-9000
	Telephone No.

Ver. 09/17/09 [effective 12/01/09]

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B6I (Offi	cial Form 6I) (12/07)				
In re	George David Farmer		Case No.	12-71078	
		Debtor(s)			

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: DEPENDENTS OF D			OUSE		
Divorced	RELATIONSHIP(S): None.	AGE(S):			
Employment:	DEBTOR	<u> </u>	SPOUSE		
	aterial Handler				
Name of Employer V	olvo				
How long employed 15	5 years				
	900 National Service Road reensboro, NC 27409				
	ojected monthly income at time case filed)		DEBTOR		SPOUSE
	ommissions (Prorate if not paid monthly)	\$	4,552.54	\$	N/A
2. Estimate monthly overtime		\$	0.00	\$	N/A
3. SUBTOTAL		\$_	4,552.54	\$_	N/A
4. LESS PAYROLL DEDUCTIONS					
 a. Payroll taxes and social securi 	ty	\$	758.08	\$	N/A
b. Insurance		\$	8.80	\$	N/A
c. Union dues		\$	50.08	\$	N/A
d. Other (Specify) See D	etailed Income Attachment	_	337.07	\$ _	N/A
5. SUBTOTAL OF PAYROLL DEDU	JCTIONS	\$	1,154.03	\$	N/A
6. TOTAL NET MONTHLY TAKE F	IOME PAY	\$	3,398.51	\$	N/A
7. Regular income from operation of b	ousiness or profession or farm (Attach detailed statemer	nt) \$	0.00	\$	N/A
8. Income from real property		\$	0.00	\$	N/A
9. Interest and dividends		\$	0.00	\$	N/A
dependents listed above	payments payable to the debtor for the debtor's use or t	hat of \$	0.00	\$	N/A
11. Social security or government assi (Specify):	stance	¢	0.00	\$	N/A
(Specify).		-	0.00	\$ <u></u>	N/A
12. Pension or retirement income		-	0.00	\$ -	N/A
13. Other monthly income		Ψ	0.00	Ψ_	14/74
(C:C-).		\$	0.00	\$	N/A
		\$	0.00	\$	N/A
14. SUBTOTAL OF LINES 7 THROU	JGH 13	\$_	0.00	\$	N/A
15. AVERAGE MONTHLY INCOMI	E (Add amounts shown on lines 6 and 14)	\$	3,398.51	\$	N/A
16. COMBINED AVERAGE MONTI	HLY INCOME: (Combine column totals from line 15)		\$	3,398	.51

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

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Total Other Payroll Deductions

337.07

\$

N/A

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B6J (Off	icial Form 6J) (12/07)			
In re	George David Farmer		Case No.	12-71078
		Debtor(s)		

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22	rate. The av	
☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complexpenditures labeled "Spouse."	ete a separat	e schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	400.00
 a. Are real estate taxes included? b. Is property insurance included? Yes No _X		
2. Utilities: a. Electricity and heating fuel	\$	125.00
b. Water and sewer	\$	0.00
c. Telephone	\$	45.00
d. Other Dish Network	\$	62.00 25.00
3. Home maintenance (repairs and upkeep)4. Food	Ф	350.00
5. Clothing	\$	100.00
6. Laundry and dry cleaning	\$ 	40.00
7. Medical and dental expenses	\$	75.00
8. Transportation (not including car payments)	\$	400.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	100.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	0.00
d. Auto	\$	190.00
e. Other	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) Personal Property Taxes	\$	15.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other	\$	0.00
c. Other	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	519.60
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other Personal Misc, Haircuts, Etc.	\$	100.00
Other Automobile Maintenance	\$	50.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	2,596.60
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year		
following the filing of this document:		
20. STATEMENT OF MONTHLY NET INCOME	-	
a. Average monthly income from Line 15 of Schedule I	\$	3,398.51
b. Average monthly expenses from Line 18 above	\$	2,596.60
c. Monthly net income (a. minus b.)	\$	801.91

c. Monthly net income (a. minus b.)

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AARON RENTAL 4140 MELROSE AVE NW ROANOKE, VA 24017

AARON'S RENTAL 4140 MELROSE AVENUE ROANOKE, VA 24017

ACCOUNT RESOLUTION (ORIGINAL CREDITOR:CH 9301 WINNETKA AVE UNIT B CHATSWORTH, CA 91311

AMERICAN WEB LOAN 522 NORTH 14TH STREET BOX 130 PONCA CITY, OK 74601

ATMOS ENERGY PO BOX 9001949 LOUISVILLE, KY 40290

BANK OF AMERICA P.O. BOX 5270 CAROL STREAM, IL 60197

BARCLAYS BANK DELAWARE 125 S WEST ST WILMINGTON, DE 19801

BB&T P.O. BOX 2322 LUMBERTON, NC

C.C.S.

PAYMENT PROCESSING CENTER - 27

P.O. BOX 55126

BOSTON, MA 02205-5126

CHECK FIRST 2090 ROANOKE STREET CHRISTIANSBURG, VA 24073

CHECK INTO CASH 4750 VALLEY VIEW BLVD. ROANOKE, VA 24012

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COMCAST PO BOX 3006 SOUTHEASTERN, PA 19398

CREDIT PROTECTION ASSO (ORIGINAL CREDITO 13355 NOEL RD STE 2100 DALLAS, TX 75240

DIRECTTV PO BOX 78626 PHOENIX, AZ 85062

EMPI 599 CARDIGAN RD SAINT PAUL, MN 55126

FRDMROAD FIN 10605 DOUBLE R BLV SUITE 100 RENO, NV 89521

GECRB/84 LUMBER PO BOX 981439 EL PASO, TX 79998

IRS
P.O. BOX 7346
PHILADELPHIA, PA 19101

JEFF & PATRICIA DUNN 5704 TANGLEWOOD DRIVE DUBLIN, VA 24084

NATIONWIDE MUTUAL INSURANCE PO BOX 8379 CANTON, OH 44711

NBB 100 S MAIN STREET BLACKSBURG, VA 24060

PINNACLE FINANCIAL G (ORIGINAL CREDITOR: 7825 WASHINGTON AVE S MINNEAPOLIS, MN 55439

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PROFESSIONAL FINANCE C (ORIGINAL CREDITO 5754 W 11TH ST STE 100 GREELEY, CO 80634

RECEIVABLES PERFORMANC (ORIGINAL CREDITO 20816 44TH AVE W LYNNWOOD, WA 98036

RIVERWALK HOLDINGS LLC (ORIGINAL CREDITO 1132 GLADE RD COLLEYVILLE, TX 76034

SEVENTH AVENUE 1112 7TH AVE MONROE, WI 53566

SOUTHWEST CREDIT SYSTE (ORIGINAL CREDITO 5910 W PLANO PKWY STE 10 PLANO, TX 75093

US CELLUAR P.O. BOX 371345 PITTSBURGH, PA 15250

VZW NE NATIONAL RECOVERY P.O. BOX 26055 MINNEAPOLIS, MN 55426

WAMU PO BOX 660487 DALLAS, TX 75266

WELLS FARGO P.O. BOX 98784 LAS VEGAS, NV 89193